

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ShopKo Stores Operating Co., LLC		02/07/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Sun Retail Finance Holdings, LLC
Street Address:	5200 Town Center Circle
Internal Address:	Suite 600
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	3828289	A CHARMING IDEA!
Registration Number:	2952590	BAILEY'S POINT
Registration Number:	2799050	BAILEY'S POINT
Registration Number:	2935340	BAILEY'S POINT
Registration Number:	3921778	BAILEY'S PT.
Registration Number:	3767757	BATH, BODY, ETC.
Registration Number:	3008257	EERIE ALLEY
Registration Number:	2159748	ENERGY ZONE
Registration Number:	3396080	ENVISION STUDIO
Registration Number:	3838981	ENVISION STUDIO
Registration Number:	3650891	EZ ENERGY ZONE
Registration Number:	3679686	GAMEGLOVE
Registration Number:	4057731	GOURMETLIVING

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Registration Number:	3109799	GREEN SODA
Registration Number:	3628704	HARVEST TREASURES
Registration Number:	3712638	HARVEST TREASURES
Registration Number:	1956800	HUMAN LINK
Registration Number:	3476444	KID TOUGH PROMISE
Registration Number:	3477556	MY SHOPKO REWARDS
Registration Number:	2602031	NORTHCREST
Registration Number:	2185866	NORTHCREST
Registration Number:	2274947	NORTHCREST
Registration Number:	2339297	NORTHCREST
Registration Number:	1820673	NORTHCREST
Registration Number:	3043724	NORTHCREST HOME
Registration Number:	3644548	PEANUT & LLIE
Registration Number:	3832839	PEANUT & OLLIE
Registration Number:	3644550	PEANUT & OLLIE
Registration Number:	2036250	PEEK-A-BABE
Registration Number:	2073926	PEEK-A-BABE
Registration Number:	4075110	ROCK VALLEY SNACK COMPANY
Registration Number:	3650890	SHOPKO
Registration Number:	3547779	SHOPKO
Registration Number:	3258802	SHOPKO MY LIFE. MY STYLE. MY STORE.
Registration Number:	1408068	SHOPKO
Registration Number:	1737350	SHOPKO
Registration Number:	1847974	SHOPKO
Registration Number:	3502417	SHOPKO
Registration Number:	2972029	SHOPKO EXPRESS RX
Registration Number:	3988889	SHOPKO HOMETOWN
Registration Number:	4032544	SHOPKO RX CARE
Registration Number:	2016241	SOFT SENSATIONS
Registration Number:	3784156	SOFT SENSATIONS
Registration Number:	2880134	SOON TO BE
Registration Number:	3004765	STUDIO A
Registration Number:	3004791	STUDIO A
Registration Number:	3570588	SUPREME CHOICE
Registration Number:	2088944	THE TRIMMERY

	2145515	THE TRIMMERRY
Registration Number:	3967671	TRIMMERRY
Registration Number:	2841380	URBANOLOGY
Registration Number:	1841376	WILLOW BAY
Registration Number:	2738000	WILLOW BAY
Registration Number:	2538654	WONDERLIGHT PLUS
Registration Number:	2611538	WONDERLIGHT PLUS
Registration Number:	2953578	RED MACAW TRADING COMPANY
Serial Number:	85013919	GOURMETLIVING
Serial Number:	85163927	RX CARE SHOPKO

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	065512-0003
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	02/15/2012

Total Attachments: 11

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of February 7, 2012 is made by ShopKo Stores Operating Co., LLC, a Delaware limited liability company (the "Grantor"), in favor of Sun Retail Finance Holdings, LLC (in its capacities as a lender pursuant to the Note (as hereinafter defined), together with its successors and assigns, the "Secured Party"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Specialty Retail Shops Holding Corp., a Delaware corporation, as successor by merger to Pamida Holding Company, Inc. (the "Borrower") executed that certain Second Amended and Restated Subordinated Secured Promissory Note in favor of the Secured Party, dated as of January 22, 2009 as amended as of January 28, 2010 and as further amended and restated as of February 7, 2012, in the original principal amount of [REDACTED] (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Note");

WHEREAS, pursuant to that certain Agreement and Plan of Merger by and among Pamida Brands Holding, LLC, a Delaware limited liability company ("Pamida Brands"), Pamida Holding Company, Inc., a Delaware corporation ("Pamida Holdings"), and the Borrower, dated as of the date hereof ("Merger Agreement"), Pamida Holdings merged with and into the Borrower with the Borrower surviving the merger on the terms and conditions set forth therein (the "Merger");

WHEREAS, in order to induce the Secured Party to consent to the Merger and waive its right to prepayment in full, notwithstanding certain provisions in the Note to the contrary, and to extend the maturity date of the Promissory Note to [REDACTED] Grantor has executed that certain Guaranty, dated as of the date hereof, by the Grantor and the other guarantors party thereto in favor of the Secured Party (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Guaranty");

WHEREAS, in connection with the Guaranty, the Grantor, the other parties signatory thereto and the Secured Party have executed that certain Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Secured Party a continuing security interest in all personal property, including the Trademarks (as defined below); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to consent to the Merger and extend the maturity date of the Note, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings:

“Trademarks” shall mean all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications referred to in Schedule A (as such schedule may be amended or supplemented from time to time), (ii) all renewals and extensions thereof (iii) the goodwill of the business associated therewith and symbolized thereby, (iv) all rights corresponding to any of the foregoing throughout the world, (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license assignment or other disposition thereof.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon a demand for payment (subject to the Intercreditor Agreement (as hereinafter defined)) made by the Secured Party under the Note, assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Secured Party to secure payment, performance and observance of the Obligations (as defined in the Security Agreement).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms

and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Governing Law, Entire Agreement, etc. THIS GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS, THE SECURITY AGREEMENT AND THE NOTE CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. Intercreditor Agreement. ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THE NOTES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO AND THE RIGHTS OF THE HOLDERS THEREOF ARE SUBJECT TO THE PROVISIONS OF THAT CERTAIN AMENDED AND RESTATED INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF FEBRUARY 7, 2012, BY AND AMONG THE SECURED PARTY, AS JUNIOR CREDITOR AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO WACHOVIA BANK, NATIONAL ASSOCIATION, AS SENIOR CREDITOR AGENT AND SENIOR COLLATERAL AGENT, AND THE OTHER PARTIES THAT ARE SIGNATORIES THERETO (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective as of the day and year first above written.

SHOPKO STORES OPERATING CO., LLC
as Grantor

By: _____
Name: Mary Meixelsperger
Title: Executive Vice President and Chief Financial
Officer

SUN RETAIL FINANCE HOLDINGS, LLC
as Secured Party

By: 
Name: Michael J. McConvery
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective as of the day and year first above written.

SHOPKO STORES OPERATING CO., LLC
as Grantor

By: Mary Meixelsperger
Name: Mary Meixelsperger
Title: Executive Vice President and Chief Financial Officer

SUN RETAIL FINANCE HOLDINGS, LLC
as Secured Party

By: _____
Name: Michael J. McConvery
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004717 FRAME: 0730

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
A CHARMING IDEA!	3,828,289	8/3/2010	8/3/2020*
BAILEY'S POINT (KL)	2,952,590	5/17/2005	5/17/2015
BAILEY'S POINT (KL)	2,799,050	12/23/2003	12/23/2013
BAILEY'S POINT (KL)	2,935,340	3/22/2005	3/22/2015
BAILEY'S PT.	3,921,778	2/22/2011	2/22/2021*
BATH, BODY, ETC.	3,767,757	3/30/2010	3/30/2020*
EERIE ALLEY (KL)	3,008,257	10/25/2005	10/25/2015
ENERGY ZONE (MG)	2,159,748	5/19/1998	5/19/2018
ENVISION STUDIO (WC)	3,396,080	3/11/2008	3/11/2018*
ENVISION STUDIO	3,838,981	8/24/2010	8/24/2020*
EZ Energy Zone	3,650,891	7/7/2009	7/7/2019*
GAMEGLOVE	3,679,686	9/8/2009	9/8/2019*
GOURMETLIVING	4,057,731	11/15/2011	11/15/2021*
GREEN SODA	3,109,799	6/27/2006	6/27/2016*
HARVEST TREASURES	3,628,704	5/26/2009	5/26/2019*
HARVEST TREASURES	3,712,638	11/17/2009	11/17/2019*
HUMAN LINK (& Design) (KL)	1,956,800	2/13/1996	2/13/2016
KID TOUGH PROMISE	3,476,444	7/28/2008	7/29/2018*

MY SHOPKO REWARDS	3,477,556	7/29/2008	7/29/2018*
NORTHCREST (KL)	2,602,031	7/30/2002	7/30/2012
NORTHCREST (KL)	2,185,866	9/1/1998	9/1/2018
NORTHCREST (KL)	2,274,947	8/31/1999	8/31/2019
NORTHCREST (KL)	2,339,297	4/4/2000	4/4/2020
NORTHCREST (KL)	1,820,673	2/8/1994	2/8/2014
NORTHCREST HOME (KL)	3,043,724	1/17/2006	1/17/2016
PEANUT & OLLIE	3,644,548	6/23/2009	6/23/2019*
PEANUT & OLLIE	3,832,839	8/10/2010	8/10/2021*
PEANUT & OLLIE (DESIGN)	3,644,550	6/23/2009	6/23/2019*
PEEK-A-BABE (KL)	2,036,250	2/4/1997	2/4/2017
PEEK-A-BABE (KL)	2,073,926	6/24/1997	6/24/2017
ROCK VALLEY SNACK COMPANY	4,075,110	12/20/2011	12/20/2021*
SHOPKO	3,650,890	7/7/2009	7/7/2019*
SHOPKO	3,547,779	12/16/2008	12/16/2018*
SHOPKO MY LIFE MY STYLE MY STORE	3,258,802	7/3/2007	7/3/2017*
SHOPKO (KL)	1,408,068	9/2/1986	9/2/2016
SHOPKO (Canadian) (KL)	534,526	10/13/2000	10/13/2010
SHOPKO (KL)	1,737,350	12/1/1992	12/1/2012
SHOPKO (Liquor Store) (KL)	1,847,974	8/2/1994	8/2/2014
SHOPKO (new logo)	3,502,417	9/16/2008	9/16/2018*
SHOPKO EXPRESS RX (KL)	2,972,029	7/19/2005	7/19/2015

SHOPKO HOMETOWN	3,988,889	7/5/2011	7/5/2021*
SHOPKO RX CARE	4,032,544	9/27/2011	9/27/2021*
SOFT SENSATIONS (KL)	2,016,241	11/12/1996	11/12/2016
SOFT SENSATIONS	3,784,156	5/4/2010	5/4/2020*
SOON TO BE (KL)	2,880,134	8/31/2004	8/31/2014
STUDIO A (KL)	3,004,765	10/4/2005	10/4/2015
STUDIO A (& Design) (KL) (Word in square)	3,004,791	10/4/2005	10/4/2015
SUPREME CHOICE	3,570,588	2/3/2009	2/3/2019*
THE TRIMMERRY (KL)	2,088,944	8/19/1997	8/19/2017
THE TRIMMERRY (KL)	2,145,515	3/17/1998	3/17/2018
TRIMMERRY	3,967,671	5/24/2011	5/24/2021*
URBANOLOGY (KL)	2,841,380	5/11/2004	5/11/2014
WILLOW BAY (KL)	1,841,376	6/21/1994	6/21/2014
WILLOW BAY (KL)	2,738,000	7/15/2003	7/15/2013
WONDERLIGHT PLUS (KL)	2,538,654	2/12/2002	2/12/2012
WONDERLIGHT PLUS (KL)	2,611,538	8/27/2002	8/27/2012

* provided use and incontestability affidavit is filed between 5th and 6th year of the Trademark registration.

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
GOURMETLIVING	85/013,919	April 14, 2010
RX CARE SHOPKO	85/163,927	April 19, 2011

Licensed/Assigned

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date of Licenses</u>	<u>Owner/ Licensor or Assignee</u>
Red Macaw Trading Company	2953578	5/17/05	5/17/2015	Phillips-Van Heusen Corporation / ShopKo, Inc. as Assignee
ShopKo	Miscellaneous Agreements with vendors to use the ShopKo logo			